

PTO/SB/97 (09-04)

Approved for use through 07/31/2006, OMB 0651-0031
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RECEIVED
CENTRAL FAX CENTER
MAR 03 2005

Certificate of Transmission under 37 CFR 1.8

I hereby certify that this correspondence is being facsimile transmitted to the United States Patent and Trademark Office

March 3, 2005

on _____
Date



Signature

Eden U.I. Stright

Typed or printed name of person signing Certificate

51,205

202.736.6008

Registration Number, if applicable

Telephone Number

Note: Each paper must have its own certificate of transmission, or this certificate must identify each submitted paper.

1. Power of Attorney & Revocation of Power of Attorney; and
2. Statement Under 37 CFR 3.73(b) and Copies of Assignments noted therein.

This collection of information is required by 37 CFR 1.8. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 1.8 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

FROM MCI Technology Law Washington DC

(THU) 3. 3' 05 16:37/ST. 16:35/NO. 4261173103 P 2

Docket No.: UUN99001

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant(s): O'Dell et al.

Confirmation No.: 5045

RECEIVED
CENTRAL FAX CENTER

Serial No.: 09/469,506

Art Unit: 2662

MAR 03 2005

Filed: December 22, 1999

Examiner: H. Nguyen

Title: Method and System of Providing Multi-User Access to a Packet Switched Network

POWER OF ATTORNEY AND REVOCATION OF POWER OF ATTORNEY BY ASSIGNEE

Commissioner For Patents
PO Box 1450
Alexandria, VA 22313-1450

Dear Sir:

I hereby appoint practitioners at Customer No. 25537, which includes: Steven McCann, Reg. No. 34,958; David J. O'Neill, Reg. No. 42,953; and Michael A. Wrenn, Reg. No. 42,237, as attorneys and Frank A. McKiel, Jr., Reg. No. 43,792; and Eden U.I. Stright, Reg. No. 51,205, as patent agents, with full power of substitution and revocation, to prosecute this application, as well as any continuation and divisional applications claiming priority to this application, and to transact all business in the United States Patent and Trademark Office connected therewith.

Please revoke all previous powers of attorney or authorizations of agent.

In accordance with 37 CFR 3.73, the Assignee hereby certifies that the evidentiary documents with respect to its ownership have been reviewed and that, to the best of Assignee's knowledge and belief, title, right and interest are solely in the name of the Assignee seeking to take this action.

The undersigned is authorized to sign on behalf of the Assignee of Record.

All correspondence shall continue to be addressed to Customer No. 25537.

Respectfully submitted,

Date: 3/3/05



Robert A. Peterson
MCI, Inc.
Vice President

1133 19th Street, NW
Washington DC 20036
Phone: (202) 736-6008
Fax: (202) 736-6382

PTO/SB/06 (09-04)

Approved for use through 07/31/2006. OMB 0651-0031
U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

STATEMENT UNDER 37 CFR 3.73(b)Applicant/Patent Owner: O'Dell et al.Application No./Patent No.: 09/469,506 Filed/Issue Date: December 22, 1999

Entitled: Method and System of Providing Multi-User Access to a Packet Switched Network

MCI, Inc. (Name of Assignee) a Corporation (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

- the assignee of the entire right, title, and interest; or
- an assignee of less than the entire right, title and interest.
The extent (by percentage) of its ownership interest is _____ %

in the patent application/patent identified above by virtue of either:

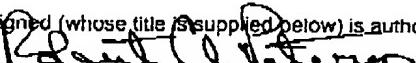
A An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

B A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:1. From: Inventors To: MCI WorldCom, Inc.
The document was recorded in the United States Patent and Trademark Office at
Reel 010689, Frame 0670, or for which a copy thereof is attached.2. From: MCI WorldCom, Inc. To: WorldCom, Inc.
The document was recorded in the United States Patent and Trademark Office at
Reel , Frame , or for which a copy thereof is attached.3. From: WorldCom, Inc. To: MCI, Inc.
The document was recorded in the United States Patent and Trademark Office at
Reel , Frame , or for which a copy thereof is attached. Additional documents in the chain of title are listed on a supplemental sheet. Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

3/3/05

Date

Robert A. Peterson

202.738.6008

Printed or Typed Name

Telephone Number

Vice President

Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

FROM MCI Technology Law Washington DC

JUN 22

JUNE 13, 2000



PTAS

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UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231



101321554A

MCI COMMUNICATIONS CORP
PAUL A. ROBERTS
LAW & PUBLIC POLICY
1133 19TH STREET, N.W.
WASHINGTON, D.C. 20036

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG 4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 04/10/2000

REEL/FRAME: 010689/0670
NUMBER OF PAGES: 2

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

O'DELL, MICHAEL

DOC DATE: 04/05/2000

ASSIGNOR:

MAMAKOS, LOUIS A.

DOC DATE: 04/05/2000

ASSIGNEE:

MCI WORLD.COM, INC.
515 EAST AMITE STREET
JACKSON, MISSISSIPPI 39201

SERIAL NUMBER: 09469506
PATENT NUMBER: UUN199001

FILING DATE: 12/22/1999
ISSUE DATE:

JOANN STEWART, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

04-17-2000

04/10/00

101321554

Docket No: UUN99001

ET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original or copy thereof.

1. Name of conveying party(ies):

Michael O'Dell
Louis A. Mamakos



2. Name and address of receiving party(ies):

Name: MCI WorldCom, Inc.
Address: 515 East Amite Street
City: Jackson State: MS
Country: U.S.A. ZIP: 39201

3. Nature of conveyance:

- Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: 4/5/2000; (not executed by co-inventor)Additional name(s) & address(es) yes no

4. Application number(s) or registration number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

Patent Application No.
09/469,508Filing Date
12/22/1999

B. Patent No.(s)

Additional numbers yes no

5. Name and address of party to whom correspondence concerning documents should be mailed:

Name: Paul A. Roberts
Registration No.: 40,289

Address: MCI Communications Corp
Law & Public Policy, Technology Law Dept
1133 19th Street, NW

City: Washington State: D.C.
Country: U.S.A. ZIP: 20036

6. Total number of applications and patents involved: 17. Total fee (37 CFR 3.41) \$40.00

- Enclosed – Any excess or insufficiency credited or debited to deposit account
 Authorized to be charged to deposit account

8. Deposit account number: 13-2491

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Paul A. Roberts
Name of person signing

signature

date

4/10/2000

Total number of pages including cover sheet, attachments, and

2

04/10/2000 MMARML 00000101 132491 09469508

02 FD:581

40.00 CH

Patent Docket No.: UUN99001

ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, I/We, the undersigned, do hereby sell, assign, and transfer to: MCI WORLDCOM, Inc., a corporation of Georgia, having offices at 515 East Amite Street, Jackson, MS 39201, ("Assignee"), its successors, assigns and legal representatives, the entire right, title and interest for the United States and all foreign countries, in and to any and all improvements which are described in the application for United States Letters Patents,

- Which has been executed by the undersigned concurrently herewith.
 Which was filed on December 22, 1999 and assigned Serial No. 09/469,506

and is entitled:

Method and System for Providing Multi-User Access to Packet Switched Network

and in to said application and all divisional, continuing, substitute, renewal, reissue, and all other application for Letters Patents which have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original and reissued patents which have been or shall be issued in the United States and foreign countries on said improvements, and in and to all rights of priority resulting from the filing of said United States application; and

Agree that said Assignee may apply for and receive Letters Patent for improvements in its own name; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute all divisional, continuing, substitute, renewal, reissue, and all other patent application on any and all said improvements; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assigns, and representatives, all facts known to undersigned relating to said improvements and the history thereof; and generally do everything possible which said Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns and legal representatives; and

Covenant with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Signature:



Date: 4-5-2000

Signature:

Michael D. O'Dell

Date: _____

Signature:

Louis A. Mamakos

Date: _____

Signature:

Date: _____

Signature:

Date: _____

Signature:

Date: _____

DEC 30 1999 18:03 FR UUNET

TO 916014608247

P.02/03



CONFIDENTIALITY AND NON-SOLICITATION AGREEMENT

In consideration of my employ by MCI WORLDCOM, Inc., or one of its subsidiaries, other affiliated, successors or assigns (the "Company"), and in consideration of the wages and/or commissions and benefits paid to me by the Company in connection with my employment, as a condition of my employment, wages and/or commissions, and benefits, including stock options, I covenant and agree with the Company as follows:

1. Confidential Company Information. I agree that, for the purpose of this Agreement, the phrase "Confidential Company Information" shall mean information possessed by the Company and its business activities not generally known, which is used or is useful in the conduct of the Company's business or which confers or tends to confer a competitive advantage over one who does not possess the information or know of the activities. Confidential Company Information includes but is not limited to the lists of the Company's existing and prospective customers, the type of equipment or its configuration used by the Company and the marketing and business plans of the Company, each and all as may exist from time to time. Confidential Company Information also includes information received by the Company from others which the Company has an obligation to treat as confidential. All other information which becomes known to me as a result of my employment, which the Company takes measures to protect, shall also be regarded as Confidential Company Information.

2. Inventions. I agree that, for the purpose of this Agreement, the word "Inventions" shall mean any original works of authorship or techniques, whether or not patentable, copyrightable or protectable as a trade secret, that are created or developed by me or another employee or contractor of the Company resulting from or related to employment assignments or pertaining to any actual or anticipated Company work or research.

3. Non-Disclosure. I recognize and acknowledge that Confidential Company Information and Inventions comprise valuable, special and unique assets of the Company's business. I will never, except as authorized by the Company in the performance of my duties, directly or indirectly, use or disclose any trade secret. During my employment by the Company and thereafter, I will not, except as authorized by the Company in the performance of my duties, directly or indirectly use or disclose to any person or entity any Inventions or any Confidential Company Information that I have or may acquire during my employment by the Company (whether or not developed or compiled by me and whether or not I have been authorized to have access to such Inventions and Confidential Company Information). I will never take plans or specifications of Inventions or Confidential Company Information, including equipment, software, types of configurations, list of the Company's customers, marketing and business plans or any part thereof to any person or entity for any reason or purpose whatsoever. Upon termination of my employ with the Company all records regarding any Confidential Company Information or Inventions will be left with the Company.

4. Assignment of Inventions. I agree, during my employment, promptly to disclose to the Company any Inventions which I conceive or reduce to practice. Except as may be specifically excused in advance writing by a Company officer, I do hereby assign to the Company my entire right and title in all Inventions and the related goodwill without further compensation or award. I recognize that the Company will have the right to use and/or apply for and protect patents, copyrights, trademarks and other common law and statutory protections for Inventions. I agree, both during and after my employment, to execute and deliver all documents the Company deems necessary to facilitate such protections.

5. Non-Solicitation. During my employment and for a period of one year from and after the termination of my employment, irrespective of the manner of, or reason for, termination of employment, I will not, either directly or indirectly, separately or in association with others:

- (i) hire, solicit, persuade, or entice any Company employee to discontinue employment with the Company, or any person who was a Company employee within the prior six months, to work for a competing enterprise;

nor

- (ii) solicit the business of any Company customer, or any person or enterprise whose business the Company had solicited during the 90 days prior to my termination, for the benefit of an enterprise competing with the Company.

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P.03/03

6. **Enforcement.** In the event of a breach or threatened breach by me of the provisions of the Agreement, I agree that the Company shall be entitled to an injunction restraining me from disclosing, in whole or in part, Confidential Company Information or Inventions (including, without limitation, trade secrets), and/or from rendering any services to any person or entity to whom such information, in whole or in part, has been threatened to be disclosed. I acknowledge and agree that the invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted or modified, as applicable. Nothing herein shall be construed to replace or affect other legal rights of the Company or as prohibiting the Company from pursuing any other available remedy for such breach or threatened breach, including the recovery of damages from me. I agree that should the Company prevail in such action, the Company will be entitled to recover from me its reasonable attorneys' fees and costs. If a court should refuse to enforce any covenant because of geographic area or scope extensiveness, I agree the court may revise the covenant to the extent necessary for enforcement. This Agreement shall not supersede or be in lieu of any other duty or agreement restricting activities reference herein or addressing rights or remedies of the Company, but shall be in addition to any such other duties or agreements.

7. **Employment.** I understand that this Agreement does not obligate the Company to employ me for any stated period of time and that my employment may be terminated at any time by me or by the Company for any reason not prohibited by law. While employed, I agree not to be employed by, be a paid consultant to, or have any ownership interest exceeding one percent in, any business enterprise which is in direct competition with any of the Company's businesses.

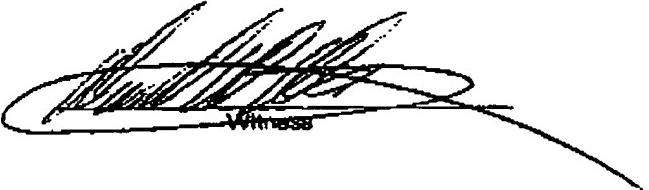
8. **Applicable Law.** I agree that this Agreement shall be interpreted, construed and enforced in accordance with the internal laws of the State of Mississippi in that the principal office of the Company is located in Mississippi.

9. **Acknowledgement.** I hereby acknowledge and represent that I have fully read and understand this Agreement and that I consider all of the terms of my covenants and agreements set forth in this Agreement to be fair and reasonable and to be necessary to protect the Company's ongoing interests.

AGREED TO THIS 30th day of December, 1999.

Employee Name: Louis Mamakos
Employee Social Security or Global ID #: 571-70-1379


Employee's Signature


Witness

** TOTAL PAGE.03 **

PATENT ASSIGNMENT**Electronic Version v1.1****Stylesheet Version v1.1****SUBMISSION TYPE:****NEW ASSIGNMENT****NATURE OF CONVEYANCE:****CHANGE OF NAME****CONVEYING PARTY DATA**

Name	Execution Date
MCI WorldCom, Inc.	05/01/2000

RECEIVING PARTY DATA

Name:	WorldCom, Inc.
Street Address:	22001 Loundon County Parkway
City:	Ashburn
State/Country:	VIRGINIA
Postal Code:	20147

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	09469506

CORRESPONDENCE DATA**Fax Number:** (202)736-6382*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.***Phone:** 202.736.6522**Email:** eden.stright@mci.com**Correspondent Name:** Michael A. Wrenn**Address Line 1:** 1133 19th Street NW**Address Line 2:** 059854/003

FROM MCI Technology Law Washington DC

(THU) 3. 3' 05 16:40/ST. 16:35/NO. 4261173103_P_10

Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

NAME OF SUBMITTER:	Eden U.I. Stright
Signature:	/Eden U.I. Stright/
Date:	03/03/2005

Total Attachments: 2

source=Change of Name from MCIWorldCom to WorldCom Pg1#page1.tif

source=Change of Name from MCIWorldCom to WorldCom Pg2#page1.tif

RECEIPT INFORMATION

EPAS ID: PAT24227

Receipt Date: 03/03/2005

Fee Amount: \$40

**Secretary of State
Corporations Division
315 West Tower
#2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530**

DOCKET NUMBER : 001220462
CONTROL NUMBER: J520468
EFFECTIVE DATE: 05/01/2000
REFERENCE : 00048
PRINT DATE : 05/01/2000
FORM NUMBER : 611

BURR & FORMAN LLP
SUSAN C. LAKE
P O BOX 54617
ATLANTA, GA 30308

CERTIFICATE OF NAME CHANGE AMENDMENT

I, Cathy Cox, the Secretary of State and the Corporations Commissioner of the State of Georgia, do hereby certify under the seal of my office that

**MCI WORLD.COM, INC.
A DOMESTIC PROFIT CORPORATION**

has filed articles of amendment in the Office of the Secretary of State changing its name to

WORLD.COM, INC.

and has paid the required fees as provided by Title 14 of the Official Code of Georgia Annotated. Attached hereto is a true and correct copy of said articles of amendment.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on the date set forth above.



Cathy Cox

Cathy Cox
Secretary of State

FROM MCI Technology Law Washington DC (THU) 3. 3' 05 16:40/ST. 16:35/NO. 4261173103 P 12
St.L Corp Development ID:314-999-4101 MAY 01 '00 15:04 No. 013 P.03

ARTICLES OF AMENDMENT TO THE SECOND AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF MCI WORLD.COM, INC.

1.

The name of the corporation is MCI WORLD.COM, Inc. (the "Corporation").

2.

Effective the date hereof, Article One of the Corporation's Second Amended and Restated Articles of Incorporation, as amended, is amended, in its entirety, to read as follows:

ONE

The name of this corporation is WorldCom, Inc. This corporation is referred to hereinafter as the "Corporation."

3.

All other provisions of the Second Amended and Restated Articles of Incorporation, as previously amended, shall remain in full force and effect.

4.

The foregoing amendment was approved and adopted on April 28, 2000 by the Board of Directors of the Corporation in accordance with the provisions of Section 14-2-1002 of the Georgia Business Corporation Code. Shareholder action was not required.

IN WITNESS WHEREOF, the Corporation has caused these Articles of Amendment to be executed by its duly authorized officer as of May 1, 2000.

MCI WORLD.COM, INC.

By: Bernard J. Ebbery
Bernard J. Ebbery, President

(B) HSS
DO APR 20 01 1 AM
;SECRETARY OF STATE

PATENT ASSIGNMENT**Electronic Version v1.1****Stylesheet Version v1.1****SUBMISSION TYPE:****NEW ASSIGNMENT****NATURE OF CONVEYANCE:****CHANGE OF NAME****CONVEYING PARTY DATA**

Name	Execution Date
WorldCom, Inc.	04/19/2004

RECEIVING PARTY DATA

Name:	MCI, Inc.
Street Address:	22001 Loundon County Parkway
City:	Ashburn
State/Country:	VIRGINIA
Postal Code:	20147

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	09469506

CORRESPONDENCE DATA

Fax Number: (202)736-6382

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 202.736.6522

Email: eden.stright@mci.com

Correspondent Name: Michael A. Wrenn

Address Line 1: 1133 19th Street NW

Address Line 2: 059854/003

FROM MCI Technology Law Washington DC

(THU) 3' 05 16:40/ST. 16:35/N0. 4261173103 P.14

Address Line 4: Washington, VIRGINIA 20036	
NAME OF SUBMITTER:	Eden U.I. Straight
Signature:	/Eden U.I. Straight/
Date:	03/03/2005
Total Attachments: 4 source=Change of Name from WorldCom to MCI Pg1#page1.tif source=Change of Name from WorldCom to MCI Pg2#page1.tif source=Change of Name from WorldCom to MCI Pg3#page1.tif source=Change of Name from WorldCom to MCI Pg4#page1.tif	
RECEIPT INFORMATION	
EPAS ID:	PAT24229
Receipt Date:	03/03/2005
Fee Amount:	\$40

Delaware

PAGE 1

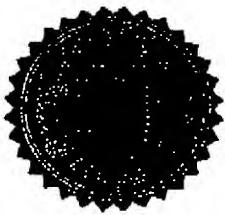
The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"WORLDCOM, INC.", A GEORGIA CORPORATION,
WITH AND INTO "MCI, INC." UNDER THE NAME OF "MCI, INC.", A
CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE
OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE NINETEENTH
DAY OF APRIL, A.D. 2004, AT 5:23 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF
THE AFORESAID CERTIFICATE OF OWNERSHIP IS THE TWENTIETH DAY OF
APRIL, A.D. 2004, AT 6 O'CLOCK A.M.

3705802 8100M
040305758



Harriet Smith Windsor
HARRIET SMITH WINDSOR, Secretary of State

NOTARIAL CERTIFICATION NO. 2004-583

DATE: 04-27-04

FROM MCI Technology Law Washington DC

(THU) 3' 05 16:41/ST. 16:35/N0. 4261173103 P 16

*State of Delaware
Secretary of State
Division of Corporations
Delivered 05:23 PM 04/19/2004
FILED 05:23 PM 04/19/2004
SRV 040285044 - 3705802 FILE*

CERTIFICATE OF OWNERSHIP AND MERGER

of

WORLDCOM, INC.
(a Georgia corporation)

into

MCI, INC.
(a Delaware corporation)

pursuant to

**Section 253 of the General Corporation Law
of the State of Delaware**

Pursuant to Sections 253 and 303 of the General Corporation Law of the State of Delaware (the "DGCL"), MCI, Inc., a Delaware corporation ("MCI"), hereby certifies the following information relating to the merger of WorldCom, Inc., a Georgia corporation ("WorldCom"), with and into its wholly owned subsidiary MCI (the "Merger").

1. The names and states of incorporation of MCI and WorldCom, which are the constituent corporations in the Merger, are:

<u>Name</u>	<u>State</u>
MCI, Inc.	Delaware
WorldCom, Inc.	Georgia

2. WorldCom owns all of the issued and outstanding stock of MCI.

3. On July 21, 2002, WorldCom, Inc. and certain of its direct and indirect subsidiaries filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") (Case No. 02-13533 (AJG)). The Agreement and Plan of Merger, dated April 19, 2004, by and between WorldCom and MCI (the "Agreement of Merger") has been duly adopted by MCI in accordance with and pursuant to the authority granted to MCI under Section 303 of the DGCL and the Modified Second Amended Joint Plan of Reorganization Under Chapter 11 of Title 11 of the United States Code of WorldCom, et al. (the "Plan"), as confirmed on October 31, 2003 by order (the "Order") of the Bankruptcy Court. The Agreement of Merger has been duly adopted by WorldCom in accordance with and pursuant to the authority granted to WorldCom under the Plan. Provision for the making of the Certificate of Ownership and Merger and the Agreement of Merger is contained in the Order of the Bankruptcy Court having jurisdiction under the Bankruptcy Code. Pursuant to the Plan

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and the Order, no board or stockholder approval is required to adopt the Agreement of Merger and to effectuate the merger contemplated therein.

4. The corporation surviving the Merger shall be MCI, Inc., a Delaware corporation (the "Surviving Corporation").

5. The Certificate of Incorporation of MCI shall be the Certificate of Incorporation of the Surviving Corporation.

6. The executed Agreement of Merger is on file at the principal place of business of the Surviving Corporation at 22001 Loudoun County Parkway, Ashburn, Virginia 20147, Attention: Secretary.

7. A copy of the Agreement of Merger will be furnished by the Surviving Corporation, on request and without cost, to any stockholder of MCI or stockholder of WorldCom.

8. The effective date and time of the merger shall be on April 20, 2004 at 6:00 a.m. (Eastern time) (the "Effective Time").

At the Effective Time, the authorized capital stock of MCI shall consist of 3,000,000,000 shares of Common Stock, par value \$0.01 per share. Immediately prior to the Effective Time, the authorized capital stock of WorldCom shall consist of 4,850,000,000 shares of common stock, par value \$0.01 per share, all of which shall be extinguished after the Effective Time pursuant to the Plan.

FROM MCI Technology Law Washington DC

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IN WITNESS WHEREOF, MCI, Inc. has caused this Certificate of
Ownership and Merger to be executed on the 19th day of April, 2004.

MCI, INC.
(a Delaware corporation)

By: Robert T. Blakely
Name: Robert T. Blakely
Title: Executive Vice President and
Chief Financial Officer

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